THE ACTS

INTRODUCED INTO MYSORE

BEFORE THE RENDITION.

ACT XX OF 1847.

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*Repealed in part by Acts IX of 1871 and I of 1879; also, before the extension of the present Act to Mysore, by Act XVII of 1862. So much as was not already repealed by earlier Acts was repealed by Act XI of 1933.

ACT XIX of 1850.

Notification by the Government of India, Foreign Department No. 121, *Judicial, dated Simla, the* 12*th August* 1875.

The Governor-General in Council is pleased to extend to Mysore Act XIX of 1850 (concerning the Binding of Apprentices), subject to the following modifications (namely):—

Omit Sections 5, 6, 7, 22 and 23.

To Section 3 add "or required to find security for good behaviour."

In Section 10, omit the passage relating to apprentices bound to sea-service and the words "or Registering Officer."

In Section 11, for "8" read "9" and omit the words "or Registering Officer."

In Sections 12 and 20, omit the words "or Registering Officer."

In Section 13, omit the words "in the said territories."

In Section 15, omit the words "or on board the vessel to which he belongs."

In Section 18, omit the words referring to causes of complaint arising on boardship.

In Sections 19, 20 and 21 and in Schedules A & B, for "executors or administrators" and "executors and administrators," read "legal representatives."

In Section 24, omit the words "without the said towns and island."

In Schedule A, omit the words "and seals" and the letters "L. S."

The operation in Mysore of Act XIX of 1850, as above modified, is limited to European and Eurasian children.

ACT XIX OF 1850.

(PASSED BY THE GOVERNOR-GENERAL OF INDIA IN COUNCIL ON THE 11TH APRIL 1850.)

Concerning the Binding of Apprentices.

Preamble. For better enabling children, and especially orphans and poor children brought up by public charity, to learn trades, crafts or employments, by which, when they come to full age, they may gain a livelihood; it is enacted as follows:—

Apprenticing of child between 10 and 18 years old. **1.** Any child, above the age of ten, and under the age of eighteen years, may be bound apprentice by his or her father or guardian to learn any fit trade, craft or employment, for such term as is set forth in the contract of apprenticeship, not exceeding seven years, so that it be not prolonged beyond the time when such child shall be of the full age of twenty-one years, or, in the case of a female, beyond the time of her marriage.

Evidence of age in questions as to right to service. **2.** The age set forth in the contracts shall be evidence of the age of the child, in all questions which arise as to the right of the master to the continuance of the service.

Powers of Magistrate or Justice acting for orphans, etc. **3.** Any Magistrate or Justice of the Peace may act with all the powers of a guardian under this Act, on behalf of any orphan, or poor child abandoned by its parents, or of any child convicted before him, or any other Magistrate, of vagrancy, or the commission of any petty offence, [a] or required to find security for good behaviour [a].

Apprenticing of child brought up by public charity. **4.** An orphan or poor child, brought up by any public charity, may be bound apprentice by the Governors, Directors, or Managers thereof, as his or her guardians for this purpose.

5. (*Apprenticing of such boy in sea service.*)

6. (*Apprenticing of such boy in ship of the East India Company.*)

7. (*Who to be agent of master of apprentice serving in ship.*)

Omitted as directed by Notification No. 121—J., dated the 12th August 1875.

[a-a] These words have been added as directed by Notification No. 121—J., dated the 12th August 1875.

Form and contents of contract of apprenticeship.

8. Every contract of apprenticeship shall be in writing, according to the form given in the Schedule (A) annexed to this Act, or to the like effect, which shall set forth the conditions agreed upon particularly specifying the age of the apprentice, the term for which he is bound, and what he is to be taught.

Signature to contract.

9. Every such contract shall be signed by the person to whom the apprentice is bound, and by the person by whom he is bound, and by the apprentice, when he is of the age of fourteen years or more at the time of binding; but, when the apprentice is bound by the Governors, Directors or Managers of a Public Charity, the signature of two of them, or of their Secretary or Officer, shall be sufficient on behalf of the persons binding the apprentice.

Contract not valid unless executed as prescribed and deposited.

10. No such contract shall be valid unless it be executed in the manner aforesaid, nor until it has been deposited in the office of the Chief Magistrate of the place or district where it has been executed [a]; and the person in whose office any such contract is deposited shall give to each of the parties a copy thereof, certified under his hand, which certified copies shall be received as evidence of the contract, without formal proof of the handwriting of the Magistrate [b].

Copies to be given to parties.

Alteration of terms of service and termination of contract.

11. The terms of service may be changed at any time during the apprenticeship, or the contract may be determined, with the consent of both parties to the contract or their personal representatives, and with the consent of the apprentice, if he is above the age of fourteen years: Provided that the changes agreed to or the termination of the contract shall be expressed in writing on the original contract with the signature of the proper parties according to Section 9 [c] of this Act; and the Magistrate [b] shall thereupon make under his hand corresponding endorsements on the office copies, which shall be brought to him at the same time for that purpose.

Assignment of apprentice to new master.

12. The master of any apprentice bound under this Act may, with the consent of the person by whom he was bound, and with the consent of the apprentice, if he is above the age of fourteen years, assign such apprentice to any

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[a] and [b] Certain words have been omitted as directed by Notification No. 121—J., dated the 12th August 1875.

[c] The figure "9" has been substituted for the figure "8" as directed by Notification No. 121—J., dated the 12th August 1875.

other person, who is willing to take him for the residue of his apprenticeship, and subject to the conditions thereof: Provided that such person shall, by endorsement under his own hand on the contract, declare his acceptance of such apprentice, and acknowledge himself bound by the agreements and covenants therein mentioned, to be performed on the part of the master, and that the consent of the other parties aforesaid shall be expressed in writing on the same, and signed by them respectively: And every such assignment shall be certified on the office copies of the contract under the hand of the Magistrate [a] according to the form given in Schedule (B) annexed to this Act.

Powers of Magistrate in case of complaint by apprentice against master.

13. Upon complaint made to any Magistrate [b] by or on behalf of any apprentice bound under this Act, of refusal or neglect to provide for him, or to teach him according to the contract of apprenticeship, or of cruelty, or other ill-treatment by his master, or by the agent under whom he shall have been placed by his master, the Magistrate may summon the master or his agent, as the case may be, if he shall be within his jurisdiction, to appear before him at a reasonable time, to be stated in the summons, to answer the complaint;

and at such time, whether the master or his agent be present or not (service of the summons being proved), may examine into the matter of the complaint; and, upon proof thereof, may cancel the contract of apprenticeship, and assess upon the offender, whether he shall be the master or his agent, a reasonable sum for behoof of the apprentice, not exceeding four times the amount of the premium paid upon the binding, or if no premium, or a less premium than fifty rupees was paid, not exceeding two hundred rupees;

and, if the offender shall not pay the sum so assessed, may levy the same by distress and sale of his goods and chattels, and, if the offender shall not be the master but his agent, by distress and sale of the goods and chattels of the master also.

Power of master or his agent to chastise apprentice.

14. No contract of apprenticeship shall be cancelled, nor shall any master or his agent be liable to any criminal proceeding, on account of such moderate chastisement for misbehaviour, given to any apprentice by his master or the

[a] and [b] Certain words have been omitted as directed by Notification No. 121—J., dated the 12th August 1875.

agent of his master, as may lawfully be given by a father to his child; and the provision for enabling the contract of apprenticeship to be cancelled shall not bar any criminal proceeding against any master or his agent for an assault or other offence committed against his apprentice, for which he would be liable to be punished, had it been against his child, whether or not any proceedings be taken for cancelling the contract of apprenticeship.

Power of Magistrate in case of complaint by master against apprentice.

15. Upon complaint made to any Magistrate, by or on behalf of the master of any apprentice bound to him under this Act, of any ill-behaviour of such apprentice, or if such apprentice shall have absconded, the Magistrate may issue his warrant for apprehending such apprentice, and may hear and determine the complaint, and punish the offender by an order for keeping the offender, if a boy, in confinement in any debtor's prison or other suitable place not being a criminal jail, for any time not exceeding one month, of which one week may be in a solitary confinement, during which time such allowance shall be made for his subsistence by the master or his agent as the Magistrate shall order; and, if the offender be a boy of not more than fourteen years of age, may order him to be privately whipped: or, if the offender be a girl, or in the case of any boy, the Magistrate deem any such punishment unfit, he may pass an order empowering the master of the apprentice or his agent to keep the offender in close confinement in his own house, [a] upon bread and water, or such other plain food as may be given without injury to the health of the apprentice, for a period not exceeding one month.

Cancelment of contract for misconduct of apprentice.

16. Upon complaint of wilful and repeated ill-behaviour on the part of the apprentice, and on the demand of the master, the Magistrate may order the contract of apprenticeship to be cancelled whether or not the charge is proved; but only with the consent of the apprentice and of his father or guardian, if the charge is not proved; and such cancelling shall be with or without refund of the whole or part of any premium that may have been paid to the master on binding such apprentice, as the Magistrate seems fit on consideration of the case; and all sums so refunded shall be applied under the direction of the Magistrate for behoof of the apprentice.

[a] Certain words have been omitted as directed by Notification No. 121—J., dated the 12th August 1875.

Sections 17—21.

Appropriation of sum recovered for apprentice on cancelment of contract.

17. The Magistrate may order any sum recovered for behoof of the apprentice on cancelling the contract to be either laid out in binding him to another master, or otherwise for his benefit, or to be paid to the person by whom any premium was paid when he was bound apprentice.

Limitation of complaint of master against apprentice.

18. No Magistrate shall entertain a complaint on the part of a master against an apprentice under this Act, unless it be brought within one month after the cause of complaint arose; [a] and no Magistrate shall entertain a complaint on the part of an apprentice against his master or the age of his master under this Act unless it be brought within three months after the cause of complaint arose. [a]

of apprentice against master.

Effect of death of master during apprenticeship.

19. If the master of any apprentice shall die before the end of the apprenticeship, the contract of apprenticeship shall be thereby determined; and a proportionate part, corresponding to the unexpired portion of the term, of any premium, which shall have been paid to such master on the binding of the apprentice to him, shall be returned by the [b] legal representatives [b] out of the estate of the deceased to the person or persons who shall have paid the same; unless the [b] legal representatives [b] of the deceased master shall continue the business in which such apprentice shall have been employed, and shall, within three months from the death of the late master, make offer in writing to keep the apprentice on the terms of the original contract; in which case the estate of the deceased shall be discharged from all liabilities on account of such premium.

Offer by representative of master to continue apprenticeship.

Offer to be certified on original contract and copies.

20. If such offer to keep the apprentice shall be made as aforesaid, the same shall be fully expressed and certified by the [b] legal representatives [b] on the original contract of apprenticeship, and also on the office copies thereof, by the Magistrate [c]; and the apprentice shall be bound to the [b] legal representatives [b] so keeping him for the remaining term of his apprenticeship.

Maintenance of apprentice whose master dies.

21. Any apprentice bound under this Act, whose master shall die during the apprenticeship, shall be entitled to maintenance, for three months from and after the death of his master, out of the assets left by him: Provided that

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[a] Certain words have been omitted as directed by Notification No. 121—J., dated the 12th August 1875.

[b-b] These words have been substituted as directed by Notification No. 121—J., dated the 12th August 1875.

[c] The words "or Registering Officer" have been omitted as directed by Notification No. 121—J., dated the 12th August 1875.

Apprentice to continue to serve.

during such three months such apprentice shall continue to live with, and serve as an apprentice, the [a] legal representatives [a] of such master, or such person as they shall appoint.

22. (*Effect of insolvency of master during apprenticeship.*) *Omitted as directed by Notification No.* 121—*J., dated the* 12*th August* 1875.

23. (*Persons amenable to jurisdiction of Magistrates' Courts.*) *Omitted as directed by Notification No.* 121—*J., dated the* 12*th August* 1875.

Appeal from orders of Magistrates.

24. An appeal shall lie from any order passed by any Magistrate [b] to the Court of Session to which such Magistrate is subordinate, provided the appeal is made within one month from the date of the order.

Interpretation of terms.

25. In this Act the words "master," "owne," "person" and the pronoun "he" shall be understood to include several persons as well as one person, and females as well as males, and bodies corporate as well as individuals, unless there is something in the context repugnant to such construction.

SCHEDULE A.

Form of Agreement.

This Agreement made the day of in the year between A. B. of and C. D. of witnesseth that the said A. B. doth this day bind E. F. a boy (or girl) of the age of years completed, son (or daughter) of the said A. B. (or otherwise describing the relation in which A.B. and E.F. stand), to dwell with and serve the said C.D. as an apprentice, from this day forth for years (in the case of a girl add, or until the time of her marriage, which shall first happen), during all which

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[a-a] These words have been substituted as directed by Notification No. 121—J., dated the 12th August 1875.

[b] Certain words have been omitted as directed by Notification No. 121—J., dated the 12th August 1875.

Schedule A and B.

term the said apprentice shall duly and faithfully serve the said C. D. according to his (or her) skill and ability in all lawful business, and demean and behave himself (or herself) honestly, orderly and obediently, in all things towards the said C. D. and his (or her) family. And the said C. D. for himself (or herself) and his (or her) [a] legal representatives, [a] in consideration [of the premium or sum of paid by the said A. B. to the said C. D. the receipt whereof the said C. D. hereby acknowledges, and] of the faithful service of the said E. F., doth covenant and agree with the said A. B., his (or her) [a] legal representatives, [a] that he (or she) will teach or cause to be taught to the said E. F. in the best way and manner that he (or she) can, the trade (craft or employment) of a during the said term; and will also, during the said term, find and allow unto the said apprentice good, wholesome and sufficient food, clothes, lodging, washing and all other things necessary, fit and reasonable for an apprentice: (and further, *here insert any special covenants*).

If there is no premium, the words between brackets may be omitted.

In witness whereof the parties have hereunto set their hands [b] the day and year above written.

A. B. [b]
C. D. [b]

SCHEDULE B.

Form of Order of Assignment.

(To be endorsed on the Agreement.)

Be it known to all men that on the day of in the year personally appeared before G. H., Magistrate of C.D., of with E. F., his (or her) apprentice, and J. K., of , and desired that the agreement of apprenticeship, whereby the said E.F., was bound to the said C. D., might be assigned and made over to the said J. K., and the said G. H., having satisfied himself, by personal examination of the said E.F., and by other lawful ways and

[a-a] These words have been substituted as directed by Notification No. 121—J,, dated the 12th August 1875.

[b] Certain words and letters have been omitted as directed by Notification No. 121—J., dated the 12th August 1875.

Schedule B.

means, that such assignment is for the benefit of the said E. F. and is made with the consent of [the said E.F. and of] all persons whose consent thereunto by a law is required, doth allow such assignment; and the contract of apprenticeship whereby the said E. F. was on the day of in the year bound to the said C.D. as an apprentice to learn the trade (craft or employment of a shall henceforth endure unto, the end of the said term, as if the said J. K. had been originally party to the said deed, and had executed the same, in the place and stead of the said C.D., and shall be bound, for himself (or herself), his (or her) [a] legal representatives, [a] to fulfil the covenants by the said C.D. to be performed, and the said E.F. shall henceforth be bound unto the said J.K. in like manner as he (or she) was by the said agreement bound unto the said C.D.

If E. F. is not above the age of fourteen years, the words between brackets may be omitted.

C. D. E. F. J. K.

In witness whereof the said C. D., E. F. and J. K. have hereunto set their hands before me the day and year above written.

G. H.,
Magistrate.

[a-a] These words have been substituted as directed by Notification No. 121—J., dated the 12th August 1875.